

**SUGGESTED FORM FOR
PERFORMANCE BOND
CLOSURE/POST -CLOSURE**

Date bond executed: _____

Effective date: _____

Principal: _____ (legal name of permittee)

_____ (business address of permittee)

Type of
organization: ("individual", "joint venture", "partnership", or "corporation")

State of
incorporation: _____

Surety: _____ (legal name)

_____ (business address)

Facility identification for each facility guaranteed by this bond:

_____ (Facility Permit Number)

_____ (name)

_____ (address)

Closure: \$ _____

Post-Closure: \$ _____

Total penal sum
of bond: \$ _____

Surety's bond
number: _____

Know All Persons By These Presents, That We, the Principal and Surety hereto, are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter referred to as the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally.

**IN THE EVENT THAT THERE ARE TWO OR MORE SURETIES ACTING
AS CO-SURETIES, THE FOLLOWING PARAGRAPH**

**SHOULD BE USED IN LIEU OF THE PRECEDING PARAGRAPH.
ALSO EACH REFERENCE TO "SURETY" IN THE BOND SHOULD BE
CHANGED TO "SURETIES" AS APPROPRIATE.**

Know All Persons By These Presents, That We, the Principal and Sureties hereto are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter referred to as the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set for the opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required under the Indiana Environmental Management Act, to have a permit in order to own or operate each solid waste facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, post-closure care, or both, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes rules, and regulations may be amended.

Or, if the Principal shall provide an alternate financial assurance mechanism chosen from the mechanisms as specified in 329 IAC 10-39-2 (a) as applicable, and obtain the written approval from the Commissioner of the Department of Environmental Management (hereinafter referred to as the Commissioner) of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the Commissioner from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Commissioner that either pursuant to IC 13-14-2-1 the Principal has been found in violation of the closure requirements of 329 IAC 10-22-1 through 329 IAC 10-22-4 or 329 IAC 10-39-2 (a) and (b), or the Permittee has ceased accepting waste at the facility for a period of at least fifteen (15) days, for a facility for which this bond guarantees performance of closure, the Surety shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

Upon notification by the Commissioner that pursuant to IC 13-14-2-1 the principal has been found in violation of the post-closure requirements of 329 IAC 10-23-2 through 329 IAC 10-23-4 or 329 IAC 10-39-3 (a) and (b) for a facility for which this bond guarantees performance of post-closure care, the Surety shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the Commissioner, provided, however, that cancellation shall not occur during the one-hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the Commissioner, as evidenced by the return receipts.

Upon notification by the Commissioner that the Principal has failed to provide an alternate financial assurance mechanism chosen from the mechanisms as specified in 329 IAC 10-39-2 or 329 IAC 10-39-3 and obtain written approval of such financial assurance mechanism from the Commissioner during the ninety (90) days following receipt by both the Principal and the Commissioner of a notice of cancellation of the bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

The Principal may terminate this bond by sending written notice to the Surety provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the Commissioner.

The Surety hereby waives notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the surety hereunder exceed the amount of said penal sum.

The Principal and Surety hereby agree to revise the penal sum of the bond whenever required by 329 IAC 10-39-2(b) or 329 IAC 10-39-2 (a) (2) (for closure) or 329 IAC 10-39-3 (b) or 329 IAC 10-39-3 (a) (2) (for post-closure), provided that no decrease in the penal sum takes place without written permission of the Commissioner.

In Witness Whereof, The Principal and Surety have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety.

Principal

(Signature (s))

(Name (s))

(Title (s))

(Corporate Seal)

(Note: Corporate seal not required by Indiana law)

Corporate Surety

(Name and address)

State of incorporation: _____

Liability limit: \$ _____

(Signature (s))

(Name (s) and title (s))

(Corporate Seal)

Bond Premium: \$ _____

(For every co-surety, provide signatures and other information in the same manner as for Surety above.)

(Note: Corporate seal not required by Indiana law)